

Roger C. Hsu - SBN 170589
Joseph M. Liu - SBN 220938
LAW OFFICES OF ROGER C. HSU
175 South Lake Avenue, Suite 210
Pasadena, CA 91101
Telephone: (626) 792-7936
Facsimile: (626) 685-2859
rchlaw@att.net
joseph@liu.com

Attorneys for Plaintiff/Counter Defendant Interworks Unlimited, Inc.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Interworks Unlimited, Inc., a California corporation,) Case No. 2:17-cv-4983 AB TJH KSx)

Plaintiff,)
v.) PLAINTIFF/COUNTER
Digital Gadgets, LLC., a New Jersey limited liability company,) DEFENDANT INTERWORKS
Defendant.) UNLIMITED, INC.'S NOTICE OF
) MOTION AND MOTION FOR
) SUMMARY JUDGMENT, OR IN
) THE ALTERNATIVE FOR
) SUMMARY ADJUDICATION OF
) CLAIMS

Digital Gadgets, LLC., a New Jersey limited liability company,) Date: December 17, 2018
Time: UNDER SUBMISSION
Courtroom: 9B

Counterclaimant,)

v.)

Interworks Unlimited, Inc., a California corporation,)

Counter-defendant)

1 TO ALL PARTIES AND/OR THEIR ATTORNEYS OF RECORD:

2 NOTICE IS HEREBY GIVEN THAT on the above referenced date, time
3 and Courtroom located at the above entitled Court located at 350 W. 1st Street, Los
4 Angeles, California 90012, Plaintiff/Counter Defendant Interworks Unlimited, Inc.
5 ("Plaintiff") will and hereby does move the Court for summary judgment or, in the
6 alternative, for summary adjudication of the claims set forth in its Complaint and
7 in the Counterclaim filed by Defendant/Counterclaimant Digital Gadgets, LLC.
8 ("Defendant"). The basis for the motion is that there are no genuine issue as to the
9 following material facts: (1) Plaintiff and Defendant entered into a contract for the
10 sale and purchase of \$1,792,890.00 worth of hoverboards; (2) Plaintiff delivered
11 the hoverboards; (3) the Defendant accepted the merchandise; (4) Defendant never
12 rejected the hoverboards; (5) Defendant never revoked acceptance; (6) Defendant
13 retained the hoverboards; (7) Defendant sold the hoverboards through a third party;
14 (8) Defendant never gave the Plaintiff the required statutory notice for any
15 defective or nonconforming merchandise; (9) Defendant never provided any
16 evidence that it suffered any damages as a result of any breach or nonconforming
17 hoverboards; (10) there was never any exclusivity agreement between the Plaintiff
18 and Defendant; (11) even if there was, it was never in writing; (12) there is no
19 evidence of any claims being filed against the Defendant in connection with the
20 hoverboards; (13) Defendant waived any alleged fraud by keeping the hoverboards
21 after discovery of an alleged nonconformity; (14) Defendant has only paid the
22 Plaintiff \$765,310.00 and (15) Defendant is, thus, indebted to Plaintiff for
23 \$1,027,580.00;

24 Thus, the Plaintiff is entitled to judgment or, alternatively, an adjudication of
25 claims, as a matter of law on the Complaint and the Counterclaim;

26 This motion is based upon this Notice of Motion and Motion, the
27 accompanying Memorandum of Points and Authorities, the Statement of
28 Uncontroverted Facts and Conclusion of Law, the Exhibits and Evidence in

1 Support of Motion for Summary Judgment, the Declarations of Eric Lu and Roger
2 C. Hsu, all pleadings and papers on file in this action, and, if applicable, upon such
3 other matters as may be presented to the Court at the time of any related hearing.

4 This motion is made following the conference of counsel pursuant to L.R.
5 7-3 which took place on November 2, 2018.

6
7 Date: November 12, 2018

By: /s/ Joseph M. Liu, Esq.

Joseph M. Liu, Esq.
8 Attorneys for Plaintiff/Counter
9 Defendant Interworks
10 Unlimited, Inc.

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28